

**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: State Road 436 and Red Bug Lake Road Interchange Project - Purchase Agreement - Gerson Carneiro

DEPARTMENT: Public Works

DIVISION: Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Brett Blackadar

EXT: 5702

MOTION/RECOMMENDATION:

Approve the advance purchase of Florida Department of Transportation (FDOT) Parcel 108 on the State Road 436 and Red Bug Lake Road Interchange Project and authorize issuance of a check to Gerson Carneiro in the amount of \$384,030.00 for closing of this acquisition by the Florida Department of Transportation.

Approve the issuance of a check for a not-to-exceed amount of \$5,000.00 to Gerson Carneiro for residential relocation expenses related to this purchase.

Approve the issuance of a check for a not-to-exceed amount of \$10,000.00 to Broad and Cassel for attorney's fees related to this purchase.

District 1 Bob Dallari
District 2 Michael McLean
District 4 Carlton D. Henley

Jerry McCollum

BACKGROUND:

Under the 2nd Generation Sales Tax Program, the County administers and funds certain State road projects from design through construction, with the exception that the Florida Department of Transportation (FDOT) is the acquiring agent during the right-of-way phase. As part of the 2nd Generation Sales Tax Program, the intersection of State Road 436 and Red Bug Lake Road was identified for a major transportation improvement. At the April 26, 2005, Board of County Commissioners hearing, the Board adopted Alternative 1 for the proposed improvement at this intersection. Subsequently, the County's consultant completed the Project Development and Environment (PD&E) Study and obtained approval from the Federal Highway Administration (FHWA) and FDOT.

The project is now in final design and several sites for water retention ponds have been identified to meet the stormwater management system requirements. Two retention ponds (ponds 2-2 and 2-3) have been designed on Red Bug Lake Road east of State Road 436 which will require the purchase of fourteen (14) residential properties in the Summerset Subdivision. There are also three (3) additional homes that will be purchased in the Summerset Subdivision due to the widening of Red Bug Lake Road as it approaches State Road 436.

A meeting was held on March 29, 2007, with all the homeowners in the Summerset Subdivision that are being impacted by this project. Representatives from FDOT's right-of-way acquisition group were in attendance at the meeting and the option of advanced acquisition was presented to the homeowners. Several residents have approached FDOT to start the advanced acquisition process since we held this meeting. This attached purchase agreement is for the advanced acquisition of one of the residences in the Summerset Subdivision.

Engineering currently has \$7.5 Million budgeted in FY 2006/2007 for acquisition of property on this project (Capital Improvement Project #00226301). On July 31, 2007, FDOT reached an agreement with Gerson Carneiro under which he will be paid \$384,030.00 for the purchase of the property. In addition, the property owner will be paid relocation expenses in an amount not to exceed \$5,000.00 based on the estimate provided by FDOT in the attached letter. Residential relocation costs are required since FDOT is performing the acquisition of right-of-way on this project in accordance with Federal Highway Administration (FHWA) requirements. The firm Broad and Cassel will be paid attorney's fees not to exceed \$10,000 for assisting the property owner in this purchase.

FDOT will be able to execute the closing on this property as soon as the check is issued by Seminole County following the September 11, 2007, BCC Meeting.

FDOT has submitted a request for a Work Program Amendment so that we will be able to transfer right-of-way acquisition funds directly to FDOT through a Local Funding Agreement (LFA). This LFA is expected to be presented to the Board of County Commissioners by the end of this calendar year. Once in place, FDOT will be able to directly purchase property for this project. Until this LFA is executed, we will need to process payment requests such as this through the Board of County Commissioners.

STAFF RECOMMENDATION:

Staff recommends the Board:

1. Approve the advance purchase of Florida Department of Transportation (FDOT) Parcel 108 on the State Road 436 and Red Bug Lake Road Interchange Project and authorize issuance of a check to Gerson Carneiro in the amount of \$384,030.00 for closing of this acquisition by the Florida Department of Transportation.
2. Approve the issuance of a check for a not-to-exceed amount of \$5,000.00 to Gerson Carneiro for residential relocation expenses related to this purchase.
3. Approve the issuance of a check for a not-to-exceed amount of \$10,000.00 to Broad and Cassel for attorney's fees related to this purchase.

ATTACHMENTS:

1. Location Map
2. 08-10-07 Letter from FDOT
3. Purchase Agreement-FDOT Parcel 108

Additionally Reviewed By:

- ☒ Budget Review (Fredrik Coulter, Lisa Spriggs)
- ☒ County Attorney Review (Matthew Minter)

**LOCATION MAP PARCEL #108
GERSON CARNEIRO**



1 inch equals 250 ft



SR 436



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

STEPHANIE KOPELOUSOS
SECRETARY

August 10, 2007

Mr. Brett Blackadar
Seminole County
520 Lake Mary Blvd.
Suite 200
Sanford, FL 32773

Dear Mr. Blackadar:

Enclosed is a copy of the executed purchase agreement between FDOT and Gerson Carneiro for the advanced acquisition of Parcel 108 on the SR 436 and Red Bug Lake Road project. The funds to purchase this property will be provided by Seminole County. The following information is provided for BCC approval:

All FDOT and FHWA policies and procedures were followed in the negotiation of this purchase. The final agreement is \$384,030.00 for land acquisition (This includes \$4,000.00 for the wall and \$300.00 for the appraisal reimbursement). The attorney fees are not to exceed \$10,000.00 and relocation not to exceed \$5,000.00. This will total \$399,030.00. We will need two checks, one for Gerson Carneiro and one for Broad and Cassel, the attorney firm representing Mr. Carneiro. **The parcel will be closed as soon as FDOT receives the check from Seminole County.**

Please contact me if you need any additional information related to this advance acquisition.

Sincerely,

Tina M. Pollard, RW-RAC
Acquisition Agent
386 943 5397

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
OFFER AND PURCHASE AGREEMENT

575-090-07
RIGHT OF WAY
DSC - 11/05
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ITEM/SEGMENT NO.: 4193691
MANAGING DISTRICT: 05-77080
F.A.P. NO.: N/A
STATE ROAD NO.: 436
COUNTY: Seminole
PARCEL NO.: 108

Seller: Gerson Carneiro, A Single Person

Buyer: State of Florida, Department of Transportation

Buyer and Seller hereby agree that Seller shall sell and Buyer shall buy the following described property pursuant to the following terms and conditions.

I. Description of Property

(a) Real property described as: Parcel 108, Seminole County

(b) Estate being purchased: ☒ Fee Simple
☐ Permanent Easement
☐ Temporary Easement
☐ Leasehold

(c) Buildings, Structures, Fixtures, and Other Improvements: Single Family Residence, in-ground swimming pool

(d) Personal property described as: N/A

(e) Outdoor Advertising Structure(s) Permit Number(s): N/A

Property owned by others described as: _____

is **NOT** included in this agreement. A separate offer is being, or has been, made for this property.

II. PURCHASE PRICE

(a) Real Property			
Land	1.	\$	72,000.00
Improvements	2.	\$	215,000.00
Real Estate Damages (Severance/Cost-to-Cure)	3.	\$	0.00
Incentive	4.	\$	92,730.00
Total Real Property	5.	\$	379,730.00
(b) Total Personal Property	6.	\$	0.00
Total Purchase Price (Add Lines 5 and 6)		\$	379,730.00
(c) Portion of Total Purchase Price to be paid to Seller by Buyer at Closing.		\$	0.00
(d) Portion of Total Purchase Price to be paid to Seller by Buyer upon surrender of possession.		\$	0.00

Buyer hereby represents to Seller that this offer is not less than Buyer's estimate of market value.

III. Conditions and Limitations

- (a) Seller is responsible for all taxes due on the property up to, but not including, the day of closing.
- (b) Seller is responsible for delivering marketable title to Buyer. Marketable title shall be determined according to applicable title standards adopted by the Florida Bar in accordance with Florida Law subject only to those exceptions that are acceptable to Buyer. Seller shall be liable for any encumbrances not disclosed in the public records or arising after closing as a result of actions of the Seller.
- (c) Seller shall maintain the property described in Section I of this agreement in the same condition existing on the date of this agreement, except for reasonable wear and tear.
- (d) Any occupancy of the property described in Section I of this agreement by Seller extending beyond the day of closing must be authorized, in writing, by Buyer.
- (e) The property described in Section I of this agreement is being acquired by Buyer for transportation purposes under threat of condemnation pursuant to Section 337.26 Florida Statutes.
- (f) Pursuant to Rule 14-10.004, Florida Administrative Code, Seller shall deliver completed Outdoor Advertising Permit Cancellation(s) Form(s), Form Number 575-070-12, executed by the outdoor advertising permit holder(s) for any outdoor advertising structure(s) described in Section I of this agreement and shall surrender, or account for, the outdoor advertising permit tag(s) prior to or upon receiving payment for the outdoor advertising structure(s).
- (g) Seller agrees that the real property described in Section I of this agreement shall be conveyed to Buyer by conveyance instrument(s) acceptable to Buyer.
- (h) Seller and Buyer agree that this purchase agreement represents the full and final agreement and no other agreements or representations, unless incorporated into this agreement, shall be binding on the parties.
- (i) Other: Neither the incentive nor any of the above-mentioned proceeds shall be contingent upon the purchase of replacement property. Payment of attorney's and expert fees and costs shall be due and separately negotiated between the FDOT and Broad and Cassel. Moving and closing costs are not included within this agreement, and FDOT will be responsible for these costs. Seller shall be granted 3 months of extended possession.

IV. Closing Date

The closing will occur no later than 60 days after Final Agency Acceptance.

V. There are no handwritten or typewritten provisions inserted herein or attached hereto.

VI. Seller and Buyer hereby acknowledge and agree that their signatures as Seller and Buyer below constitute their acceptance of this agreement as a binding real estate contract.

It is mutually acknowledged that this Purchase Agreement is subject to Final Agency Acceptance by Buyer pursuant to **Section 119.0711(2), Florida Statutes**. A closing shall not be conducted prior to 30 days from the date this agreement is signed by Seller and Buyer to allow public review of the transaction. Final agency acceptance shall not be withheld by Buyer absent evidence of fraud, coercion, or undue influence involving this agreement. Final Agency Acceptance shall be evidenced by the signature of Buyer's representative in **Section VII** of this agreement.

Seller(s)

Signature

Date

Type or Print Name under signature

Signature

Date

Type or Print Name under signature

Buyer

State of Florida Department of Transportation

BY:

Signature

Date

Type or Print Name
FDOT Right of Way Agent

VII. FINAL AGENCY ACCEPTANCE

The Buyer has granted final agency acceptance this ____ day of _____, _____.

BY:

Signature

Date

Type or Print Name and Title under signature

This document delivered by _____

Date

This document received by _____

Date